

**FAIRBANKS INTERNATIONAL AIRPORT
SAMPLE CONCESSION AGREEMENT ADA-90617
PUBLIC PAY TELEPHONES, PRIMARY INTER-EXCHANGE CARRIER FOR LOCAL AND
LONG DISTANCE AND DOLLAR BILL CHANGE MACHINE(S)
AND PUBLIC WIRELESS INTERNET ACCESS SERVICE**

INVITATION TO BID

The State is soliciting sealed bids for the exclusive right and obligation to operate Public Pay Telephones and Primary Inter-exchange Carrier for Local and Long Distance, exclusive right and obligation to operate a Dollar Bill Change Machine Concession and the exclusive right and obligation to provide a free to the Public Wireless Internet Access Service at the Fairbanks International Airport (Airport).

Bid documents may be obtained from the Airport Leasing Office, telephone 907-474-2521; text telephone (TDD) 800-770-TYPE; e-mail address: theresa.heim@alaska.gov; mailing address: Airport Leasing Office, Fairbanks International Airport, Suite 1, 6450 Airport Way, Fairbanks, Alaska 99709. The office is located on the upper level of the FIA terminal building. Please provide name, title, company name, mailing address, facsimile number, and telephone number when contacting this office for a copy of the bid documents.

Bidders must submit bids on forms furnished by the State and deliver them to the Airport Leasing Office at the address listed above by **2 p.m., local time, Monday, March 21, 2008**. At that time, the State will take all bids to the Airport Manager's Office Conference Room on the upper level of the FIA terminal building for public opening and reading. The State will return any bid it receives after the designated time.

Bidders must be able to perform all obligations of the agreement. The State may require a bidder to furnish additional information, including financial information, to determine if the bidder is responsible and qualified.

The State encourages all interested parties, including disadvantaged business enterprises, to submit bids. The State will not exclude bidders on the grounds of race, creed, color, religion, sex, marital status, age, national origin, or disability. Persons with a disability who need special accommodations to comment on this concession offering or to attend the pre-bid conference should contact the Airport Leasing Office by **March 3, 2008**.

I. AGREEMENT INFORMATION

Some provisions of this concession offering are listed below. Please read the Sample Concession Agreement for complete details. In case of a conflict between this invitation and the Sample Concession Agreement, the agreement controls.

- A. **CONCESSION TERM**: Five years, beginning at 12:01 a.m. on May 7, 2008, and ending at midnight on May 31, 2013 with the possibility of up to five (5) one year extension options beginning at 12:01 a.m., June 1, 2013.
- B. **RIGHTS GRANTED**: The exclusive right to provide Public Pay Telephones and Primary Inter-exchange Carrier for Local and Long Distance, exclusive right to operate a Dollar Bill Change Machine Concession and the exclusive right to provide a free to the Public Wireless Internet Access Service at the Fairbanks International Airport.

- C. MINIMUM ANNUAL GUARANTEE : The minimum annual guarantee is two thousand dollars (\$2,000.00) per year for each agreement year.
- D. CONCESSION FEE : The successful bidder will pay a minimum of fifteen percent (15%) of Gross Sales.
- E. PREMISES: The Concessionaire will have possession and use of certain areas where public pay telephones and dollar bill change machine(s) are installed and operated. The Premises are located in the terminal building on the upper and lower levels, and select sites on the East Ramp of Fairbanks International Airport. The State expects to require the installation of eleven (11) pay telephones, eight (8) of which will be installed in the terminal building and shall be state of the art, and at least (1) dollar bill change machine. The initial sites are shown on Exhibits B1, B2 and Exhibit C of the Sample Concession Agreement, dated January 16, 2008.
- F. BIDDER QUALIFICATIONS: The State considers it very important that the successful Bidder have substantial experience in the providing and management of public pay telephones, primary inter-exchange carrier for local and long distance, dollar bill change machines, and providing Wireless Internet Access service. The company, or its principles, must have at least three (3) years experience as both a local carrier and a long distance carrier either with its own network or in conjunction with other local or long distance carriers. The long distance carrier experience must include intrastate, interstate, and international calls. A local carrier or long distance carrier formed through separation, settlement, or acquisition would qualify if the parent company meets the three (3) year experience requirement.
- H. BID DEPOSIT: A bidder must submit a two thousand dollar (\$2,000) bid deposit with its bid.
- I. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION: The Concessionaire shall ensure that DBEs have equal opportunity to participate in the performance of this Agreement. The Concessionaire shall comply with all applicable laws and regulations that concern the fair and equitable treatment of DBEs now in effect or which may subsequently take effect during this Agreement. The Concessionaire shall include a provision to this effect in any subcontract or other DBE participation arrangement the Concessionaire enters into under this Agreement.

II. PREBID CONFERENCE

The State mandates all bidders to attend a pre-bid conference at **2 p.m., local time, Wednesday, March 5, 2008**, in the Airport Manager's Office Conference Room located on the upper level of the FIA terminal building. State personnel will conduct the conference, provide a general concession offering overview, and accept suggestions and comments. The pre-bid conference is the appropriate time to request additional information or clarification.

III. BID OPENING

The State will publicly open and read all bids at **2 p.m., local time, March 21, 2008**, in the Airport Manager's Office Conference Room located on the upper level of the FIA terminal building. At a separate time following the bid opening, the State will confirm the highest responsible, responsive, and qualified bidder after detailed review of all bid documents and checking of references.

IV. AGREEMENT AWARD

The State will award the agreement to the responsible, responsive, and qualified bidder offering the highest minimum percentage rate of gross sales. The term will begin no sooner than **May 7, 2008**.

V. NOTICE OF INTENT TO AWARD

The State will send a notice of intent to award to all bidders at least seven days before issuing the award. A protester must mail or deliver a copy of the protest documents filed with the Airport Director to any other Bidder(s) at the same time the protester mails or delivers the protest to the Airport Manager. The proper and timely filing of a protest under this section shall stay the decision being protested until the protest is decided unless and until the Airport Manager determines in writing that it is contrary to the best interest of the State to stay the decision beyond the date of that determination or another stated date. The protester may appeal an adverse decision on the protest only in accordance with 17 AAC 42.920. A decision not timely protested in accordance with 17 AAC 42.910 is not subject to appeal under 17 AAC 42.920.

VI. EXECUTION OF AGREEMENT

Within 10 calendar days after receipt of the award notice, the successful bidder must sign and deliver the agreement to the Airport Leasing Office, Fairbanks International Airport, Suite 1, 6450 Airport Way, Fairbanks, AK 99709.

When the Airport Manager signs the agreement, the State will apply that bidder's bid deposit to the fees due beginning with the first month of the agreement.

The State may annul the award and retain the bid deposit of any successful bidder who does not sign and return the agreement as required. The State may award an agreement to the next highest responsive, responsible, and qualified bidder if an award is annulled. The State may retain that bidder's bid deposit if the bidder does not sign and return the agreement within 10 calendar days of receipt. The order of succession of bidders will continue until the State awards and executes a maximum of six agreements.

VII. REJECTION OF BIDS, WAIVING OF DEFECTS, AND REBIDDING OFFERING

The State reserves the right to reject any or all bids or to waive any defect when, in its determination, rejection or waiver is in the best interest of the State. In addition, the State reserves the right to advertise for new bids or to award the concession privileges in any manner it believes is in the best interest of the State. The State is not obligated to enter into an agreement with any bidder. The State is not responsible for any cost associated with the preparation or submission of bids.

VIII. GENERAL INFORMATION

In offering this business opportunity, the State in no way guarantees a profit from these concession operations. The State of Alaska is not bound by any oral explanation or instruction given by its officials. This Invitation to Bid, the Instructions to Bidders, the Bid Submittal form, the Bid Questionnaire, the Bidder's Affidavit, and the Sample Concession Agreement stand as written unless changed by written notice or addendum issued by the State.

February 14, 2008
Date

“SIGNED”
Tom Kowalczyk, Chief of Leasing